

1. Pursuant to Fed.R.Civ.P. 55(c), vacating and setting aside the Defendant, **B&A**

forenoon of that day, or as soon thereafter as counsel can be heard, for an Order:

at 500 Pearl Street, New York, New York, on the 19th day of September, 2007 at 11:30 o'clock in the
the Hon. KENNETH M. KARAS, U.S.D.J., at the Federal Courthouse, Courtroom 21-D, located
pleadings and proceedings heretofore had herein, the undersigned will cross-move this Court, before
ESQ., and the Exhibits annexed thereto, Affirmed on September 12, 2007, and upon all of the
annexed thereto, sworn to on September 12, 2007, the Affirmation of **RICHARD S. BONFIGLIO**,

PLEASE TAKE NOTICE, that upon the Affidavit of **ALEX CAPERNA**, and the Exhibits

X-----

Defendant.

B&A INTERIORS, LTD.

-againt-

Plaintiffs,

NOTICE OF CROSS-MOTION

as TRUSTEES,

MICHAEL J. RODE and PAUL O'BRIEN,
MANAGEMENT AND COOPERATION FUND, by
CITY AND VICINITY CARPENTERS LABOR
CARPENTERS CHARITY FUND and THE NEW YORK
FUND, NEW YORK CITY DISTRICT COUNCIL OF
RETRAINING, EDUCATIONAL AND INDUSTRY
CARPENTERS APPRENTICESHIP, JOURNEYMAN
DISTRICT COUNCIL OF CARPENTERS ANNUTY
CARPENTERS VACATION FUND, NEW YORK CITY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
DISTRICT COUNCIL OF CARPENTERS WELFARE
CARPENTERS PENSION FUND, NEW YORK CITY
THE NEW YORK CITY DISTRICT COUNCIL OF
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES DISTRICT COURT
X-----

238 - 92nd Street
suedocitor@aol.com
By: **RICHHARD S. BONFIGLIO, ESO [RSB 778]**
RICHHARD S. BONFIGLIO, ESO.
The Law Firm of
Yours, etc.,

Dated: Brooklyn, New York
September 12, 2007

seem just, proper and equitable in the premises.

4. Granting the Defendant such other, further and different relief as to the Court may awarding the Defendant the costs of this cross-motion.
3. Awarding the Plaintiff in the within action; upon the grounds that the Defendant's failure to appear on the date set for Arbitration was inadvertent, and unintentional, and that the Plaintiff in that Arbitration, such that the interests of justice require such relief be granted.

Plaintiff in that Arbitration, such that the interests of justice require such relief be granted. Defendant is possessed of a meritorious defense to the matters complained of by Plaintiff on the date set for Arbitration was inadvertent, and unintentional, and that the Plaintiff in the within action; upon the grounds that the Defendant's failure to appear on the date set for Arbitration was inadvertent, and unintentional, and that the Plaintiff in that Arbitration, such that the interests of justice require such relief be granted.

2. Pursuant to Fed.R.Civ.P. 55(c), vacating and setting aside the Defendant, **B&A INTERIORS, LTD.**'s default in appealing at the Arbitration Hearing conducted on February 13, 2007, the award in which, awarded on default, is sought to be entered on the Plaintiff's Complaint, and as such the default was unintentional, and that the Plaintiff is possessed of a meritorious defense to the said Complaint, such that the interests of justice require such relief be granted.

Upon the grounds that the Defendant never received actual notice of the said Complaint, and as such the default was unintentional, and that the Defendant is possessed of a meritorious defense to the said Complaint, such that the interests of justice require such relief be granted.

INTERIORS, LTD.'s default in pleading, with respect to the Plaintiff's Complaint,

To: Andrew Grabois, Esq. [AG3192]
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